



## **City of Vallejo – Volunteer Waiver**

THIS RELEASE AND WAIVER OF LIABILITY (the “Release”) is executed on [DATE] \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [PLEASE PRINT NAME] (the “Participant”), in favor of the City of Vallejo, its directors, officers, employees, volunteers and agents (collectively “Releasees”). The Participant desires to volunteer at programs and activities conducted on City of Vallejo property. As used in this Release, the terms “Volunteer”, “Participate” and “Participation” are intended to be used in their broadest sense and shall include any and all activities of any kind or nature, at any time and in any place that is performed by the Participant on the City of Vallejo property.

In consideration for the opportunity to volunteer in and to participate in activities, Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. Waiver and Release. Participation does hereby release and forever discharge and hold harmless the City of Vallejo and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participation. Participant understands that this Release discharges the City of Vallejo from any liability or claim that the Participant may have against the City of Vallejo with respect to any bodily injury, personal injury, illness, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result from Participation, whether caused by the negligence of City of Vallejo or its officers, directors, employees or agents, other City of Vallejo volunteers, or otherwise. Participant also understands that City of Vallejo does not assume any responsibility for or obligation to provide financial aid or other assistance, including but not limited to, medical, health or disability insurance except as the City of Vallejo has specifically disclosed in writing to the Participant.
2. Medical Treatment. Participant does hereby release and forever discharge the City of Vallejo from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered by any person in connection with participation
3. Assumption of the Risk. Participant acknowledges that there are potential hazards (“Hazards”), known and unknown, involved in Participation. The term “Hazards” is intended to be used in its broadest sense and includes, but is not limited to natural hazards (land, weather, etc.) and man-made hazards (concrete, steel, etc.), food contamination, as well as hazards typical for playing

gaming equipment and competitive games. The Participant understands and acknowledges that participation may include Hazards that could harm the Participant, and that such Hazards may or may not always be obvious. Participant hereby expressly and specifically assumes the risk of injury or harm for all such Hazards and releases the City of Vallejo from all liability for injury, illness, and death or property damage resulting from Participation.

4. Insurance. The City of Vallejo may elect, in its sole discretion, to provide group accident insurance for special projects. Any coverage so provided will be governed by the policy language. Except to the extent it makes available such group accident insurance, the City of Vallejo does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Participant. Participants are not employees or agents of City of Vallejo and the City of Vallejo shall not be responsible for the purchase of worker's compensation insurance. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT. EACH PARTICIPANT EXPRESSLY ACKNOWLEDGES THAT THERE HAS BEEN NO EXPRESS OR IMPLIED AGREEMENT BY LAW TO PROVIDE INSURANCE COVERAGE OF ANY KIND TO THE PARTICIPANT.

5. Photographic Release. Participant, without entitlement to any additional compensation, does hereby grant and convey to the City of Vallejo authorization to use in perpetuity, and all right, title and interest in any and all photographic images and video or audio recordings made by the City of Vallejo that depict Participant, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by law. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the validity of the remaining provisions of this Release shall continue to be enforceable.

7. General City of Vallejo Program Participation Rules. Participant acknowledges reading and understanding the Participant Rules set forth below and agrees to fully conform to such Rules in connection with all Participation on or about the City of Vallejo operational sites.

### **Participant Rules**

1. Only persons within the required age limit are permitted to serve as a volunteer within the City of Vallejo. You must consult the City of Vallejo for the age limitation.

2. Minors under the age of 18 and within the required age limit must be accompanied by an adult, or have parental consent and a signed waiver.
3. Minors under 18 will only volunteer with a parent or guardian over the age of.
4. Appropriate clothing must be worn when volunteering with the City of Vallejo; nothing deemed too revealing, sexually explicit, or containing profane or offensive messages may be worn by Participant.
5. Wear footwear that is appropriate to the task.
6. No smoking.
7. No horseplay or violence.
8. No alcohol or illegal drugs.
9. Do not engage in illicit or sexual activity
10. The Participant shall be responsible for their own transportation to and from the volunteer location.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

**PARTICIPANT:**

**GUARDIAN:**

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ Phone: (H) \_\_\_\_\_